UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
--X
MARK NOVECK and IRINA NOVECK,

Plaintiffs,

- against -

GENERAL MOTORS CORPORATION, PV HOLDING CORPORATION, AESOP LEASING, L.P., CENDENT CAR RENTAL GROUP and AVIS RENT-A-CAR SYSTEM, INC.,

Defendants,
--X

CIVIL ACTION NO.:
07 CV 2948

ORDER

WHEREAS, plaintiff Mark Noveck ("plaintiff") and General Motors Corporation ("General Motors") entered into a confidential written settlement agreement ("Agreement"),

WHEREAS, plaintiff and General Motors agree to modify the Agreement as follows:

1. General Motors shall pay into court the entire settlement amount set forth in Section II.B. of the Agreement, in a draft made payable as follows "United States District Court for the Eastern District of New York, in trust for MARK NOVECK and his attorney, COBEN & ASSOCIATES." General Motors shall send the check within five (5) days of this Order.

2. The Clerk of Court is directed to place the settlement check in an interest bearing account in trust for MARK NOVECK and his attorney, COBEN & ASSOCIATES.

3. Plaintiffs' counsel shall send the Clerk of Court, as well as counsel for General Motors, a letter issued by Medicare (or its representative) stating the final amount of the Medicare lien ("the Medicare final pay off letter") issued in connection with care and treatment of Mark Noveck.

4. Upon receipt of the Medicare final pay off letter, the Clerk of Court shall disburse the deposited funds as follows:

A. A check for the full amount stated in the Medicare final pay off letter, made payable as directed in the Medicare final pay off letter; and

B. The remainder of the funds in a check made payable to "MARK NOVECK and his attorney, COBEN & ASSOCIATES."

5. Coben and Associates and Dankner & Milstein each agree that they will defend, indemnify, and save General Motors harmless for any claim for subrogation made by or on behalf of any physician, health care provider, insurance carrier or governmental agency which has or may have provided care or paid benefits or will in the future provide care or pay benefits to or on behalf of Mark Noveck on account of personal injury or property damage causally related to the Incident. Coben and Associates and Dankner & Millstein each further agree they will indemnify and save General Motors harmless and make General Motors whole concerning any reasonable costs or attorneys' fees General Motors incurs in adjusting, defending or otherwise responding to any such claim or demand.

Dated: May 14, 2009

By: STEVEN R. KRAMER, ESQ. (SK 2097)
ECKERT SEAMANS CHERIN & MELLOTT, LLC
Attorneys for Defendant
GENERAL MOTORS CORPORATION
10 Bank Street, Suite 1061
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(914) 949-2909

Dated: May 14, 2009

By: Jay W. Dankner, Esq. (6109)
DANKNER & MILSTEIN, P.C.
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41 East 57th Street
New York, New York 10022

Dated: May 14, 2009

By: Larry Coben, Esq.
COBEN & ASSOCIATES
8710 East Vista Bonita Drive
Scottsdale, Arizona 85255

SO ORDERED:

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Hon. Robert M. Levy
U.S.M.J.